

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(
(CSX Transportation, Inc. (Former Seaboard Coast Line
(Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10489) that:

1. Carrier violated the current Working Agreement(s) when it allowed overtime to be performed, denying Claimant (A. C. Pilout) preference to such overtime work.

2. For the above violation(s), the CSX Transportation shall now compensate Claimant the proper rate for the time claimed on attached Forms 6490 for the dates in question (a two hour forty minute call for each Form 6490, January 27, February 4, 17, 24, 25 and March 3, 1989.)"

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This Claim arose because the incumbent of the second shift Clerical Position No. 202 (hours 3:00 P.M. to 11:00 P.M.; rest days Sunday and Monday) performed work beyond the end of his regular assignment, for which he was paid at the overtime rate of his position.

The Claimant is the regular incumbent of Clerical Position No. 350 (hours 11:00 P.M. to 7:00 A.M.; rest days Friday and Saturday). The Organization asserts that the Claimant was entitled to be called to perform the work done by the incumbent of Position No. 202 after 11:00 P.M. Its Claim mainly rests upon its construction of Rule 20 (f) which in part reads:

"RULE 20 - OVERTIME

(f) Work on Unassigned Days - Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week, in all other cases by the regular employee (the employee who is regularly assigned to perform the work during the regular work week)."

In essence, the Organization contends that after 11:00 P.M., the work at issue belonged to the available extra or unassigned employee who would not have forty (40) hours of work that week. Consequently, it argues that, because the claimed dates were the Claimant's assigned rest days and it was work performed by him during his regularly assigned workweek (Sunday through Thursday), the Carrier was required to call him to work Position No. 202, pursuant to Rule 20(f).

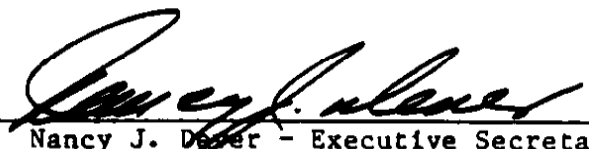
The Board has carefully reviewed the record developed on the property as well as the Awards cited by the parties to support their respective positions. Numerous Awards dealing with like or similar contract language as in this dispute have held that work on unassigned days belongs to the regularly assigned employee who performs the work during his regular workweek. We concur with those Awards and, thus will sustain the Claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1992.